

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: First Amendment to the ACMS of Sumter, LLC Lease Agreement (Staff
Recommends Approval)

REQUESTED ACTION: Approve the First Amendment

☐ Work Session (Report Only)

DATE OF MEETING: 2/12/2013

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: ACMS of Sumter, LLC

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

County Administration

BUDGET IMPACT: N/A

☐ Annual

FUNDING SOURCE: _____

☐ Capital

EXPENDITURE ACCOUNT: _____

☒ N/A

HISTORY/FACTS/ISSUES:

On August 14, 2012, ACMS of Sumter, LLC entered into a lease agreement with Sumter County. This first amendment to the Lease corrects two scrivener errors and removes the delay of commencement associated with the requested Attorney General Opinion.

**FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE LEASE AGREEMENT BETWEEN
ACMS OF SUMTER, LLC AND SUMTER COUNTY, FLORIDA**

THIS FIRST AMENDMENT ("Amendment") to the ECONOMIC DEVELOPMENT INCENTIVE LEASE AGREEMENT ("Lease") dated August 14, 2012, is made as of the 12th day February of 2013, by and between SUMTER COUNTY, FLORIDA, political subdivision of the State of Florida ("Landlord") and ACMS OF SUMTER, LLC, a Florida limited liability company ("Tenant").

Whereas, the State of Florida Attorney General will not provide an opinion validating the use of Florida Statute Section 125.045 as intended for the Lease; and

Whereas, Tenant desires to move forward with the inspection period; and

Whereas, language clarifying the appropriate use of Florida Statute Section 125.045 is proposed with the 2013 State Legislature; and

Whereas, a conflict in the acreage of the Property to be leased exists in the Lease;

NOW, THEREFOR, the parties agree to amend the Lease as follows:

1. Section 2 (a) shall be removed in its entirety.
2. Section 2 (b) shall be labeled Section 2 (a) and shall be amended as follows:
Commencing ~~as of the date of receipt of the validation referenced in Section 2(a) of this Lease and February 12, 2013~~ and continuing for a 90 day period ("Inspection Period"), the Tenant and its agents, contractors, consultants, representatives and other persons designated by Tenant shall have the right to enter on any portion of the Property for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, and any other inspections and testing which Tenant, in Tenant's sole discretion, determines to be necessary or appropriate. The cost of Tenant's due diligence as provided herein shall be borne solely by Tenant. Tenant shall have access to the Property for purposes of showing it to potential businesses and sub-tenants. Tenant agrees to defend, indemnify and hold Landlord harmless ~~from~~ from any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' fees) directly resulting from any claims or causes of action by any individual or entity now or hereafter asserted against Landlord directly arising out of such testing and inspections by Tenant or Tenant's employees, agents and contractors or which is caused by any equipment used for those purposes and damage to or loss of property. Tenant shall, at Tenant's expense, repair all damages to the Property resulting from any tests and inspections conducted on the Property.
3. Section 2(c) shall be labeled Section 2(b)
4. Section 4 shall change the acreage from 32 acres to 25.35 acres.

LANDLORD:

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Doug Gilpin

Title: Chairman

Date: _____

TENANT:

ACMS OF SUMTER, LLC,
a Florida limited liability company

By: _____

Name: Charlie S. Dean, Jr.

Title: Managing Member

Date: _____

ATTEST: Gloria Hayward, Clerk of Circuit Court

By: _____

Connie Webb, Deputy Clerk

Witness:

Name: _____

Approved as to Form:

Name: George Angeliadis

Title: County Attorney

Witness:

Name: _____